

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PORTIA HARTENCIA JORDAN,

Plaintiff,

-v-

GOLDEN BRIDGE BOOKS,

Defendant.

22 Civ. 6154 (PAE)

ORDER

PAUL A. ENGELMAYER, District Judge:


On January 23, 2023, the Court received, by email, the attached letter and exhibits from defendant Golden Bridge Books (“Golden Bridge”), in response to plaintiff Portia Hartencia Jordan’s (“Jordan”) motion for a temporary restraining order.

Per the complaint, *see* Dkt. 1, Golden Bridge, the sole defendant in this case, is an entity, not an individual. Accordingly, Golden Bridge can defend itself in this lawsuit only if represented by counsel, as “a layperson may not represent a separate legal entity such as a corporation,” *Lattanzio v. COMTA*, 481 F.3d 137, 139 (2d Cir. 2007). Golden Bridge’s letter does not indicate that it is represented by counsel, and no counsel for Golden Bridge has filed an appearance on CM/ECF. In light of Jordan’s pending motion for temporary relief, Golden Bridge, should it wish to be heard, is advised to promptly secure legal representation and for such counsel to formally appear on its behalf and set out Golden Bridge’s legal position on the pending motion, which the Court anticipates addressing in short order.

Jordan is directed to file proof of service of this order on Golden Bridge by January 26, 2023. Insofar as Golden Bridge’s letter makes various factual representations of potential

relevance to Jordan's motion, the Court would welcome a response from Jordan. Such a response is due January 30, 2023.

SO ORDERED.



PAUL A. ENGELMAYER
United States District Judge

Dated: January 24, 2023
New York, New York

Date: January 23, 2023
From: Golden Bridge Books, Defendant
To: Presiding Judge
C.c: Mr. ROBERT M. DEWITTY, Plaintiff's lawyer
Re: Jordan v. Golden Bridge Books, Case 1:22-cv-06154-PAE (SDNY)

Your Honour,

Thank you for providing us with the opportunity to defend our rights. We believe the Plaintiff's allegations were totally false and groundless, the "bait-and-switch prostitution sting entrapment approach used by the Plaintiff to "bait" book sellers into committing the copyright infringement crimes they would not otherwise perform might be unlawful and abusive, there were absolutely no copyright infringement crimes committed, and the dishonest Plaintiff might have perjured herself by manufacturing evidence and providing misleading information to the Court, for the following reasons:

1. Selling used books online is totally legal in the USA, including the Plaintiff's book in this case. It is not the same as selling drugs. As the Plaintiff has acknowledged in the Motion, the U.S. copyright laws stated clearly that "copies of previously purchased versions of copyrighted works may be resold without infringing copyrights".

In fact, a quick online search shows that this book's market value is very low (\$7.59-\$8.67) and not in high demand. It is currently listed for sale on multiple online platforms at very low price (e.g., Amazon, Etsy, Abebooks, Alibris, etc). Please see the attached Exhibit A, B, C that shows three of the listings by different sellers on different platforms (list price \$7.59, \$8.67, sold price \$7.80). Online record shows the books have been listed for a long time without any buyers (except the Plaintiff who pretended as a "bait" buyer, of course).

It is hard to believe that any business or individuals would try to make any counterfeit copies of this small cheap book that could not be possibly sold for any profits. If the Plaintiff had been accused of making counterfeit copies of some very cheap items that she could buy from the local dollar stores for \$1 easily, she would probably understand better how hurtful it is to our feeling now.

2. We are 100% sure that there were absolutely no copyright infringement crimes committed whatsoever. The key evidence the Plaintiff used in the case was the "Declaration of Robert M. Dewitty" (the rest pages were all assumptions without any solid evidence), which claimed that the Plaintiff had used the "bait-and-switch prostitution sting entrapment approach" to purchase two copies of the book from us on May 28, 2022, and then on July 18, 2022.

However, we believe the dishonest Plaintiff might have perjured herself by manufacturing evidence and providing misleading information to the Court. Apparently, the Plaintiff has INTENTIONALLY omitted and hidden the following key information here:

(1). Exhibit 1 only shows just one internal page of the book as proof that the book was "new".

However, there were no images of the book cover, spine, and other pages that could easily show signs of wear and notes / highlighting, previous owner's name, etc.

(2). There were no images of the second book and no similar allegations that the second book was "new", which lead people to believe that it must be a used copy that could not be used to back up the Plaintiff's false allegations.

(3). The Plaintiff has provided misleading information to the Court and tried to deceive the Honorable Judge to believe that this was a very rare and expensive book, by INTENTIONALLY hiding the fact that this book's market value is actually very low (list price \$7.59, \$8.67, sold price \$7.80, as shown in Exhibit A, B, C).

(4). The most important evidence that could back up the Plaintiff's allegations was mysteriously missing, i.e., the original shipping package cover that could clearly show the REAL book seller's name and address, which lead people to believe that the two books the Plaintiff had received must be sent by somebody else, not by Golden Bridge Books. Otherwise, it would certainly be used to back up the Plaintiff's allegations.

Based on the reasons listed above, may it please this Court to order the Plaintiff to present this hidden VITAL information, i.e., the original shipping package cover that could clearly show the REAL book seller's name was not "Golden Bridge Books".

3. To make a long story short and solve the puzzle, please let us briefly summarize what has ACTUALLY happened:

(1). As a common practice for online book sellers, Golden Bridge Books has cross-listed many legally published used books on some online marketplaces from our suppliers, partners, and other book sellers, which included the Plaintiff's book (similar to many Real Estate agents' practice for selling properties listed by other agents).

(2). The Plaintiff apparently noticed all these listings. However, instead of buying a copy of the book for \$7 from one of the local US-based book sellers, the Plaintiff had chosen to go beyond and use the "bait-and-switch prostitution sting entrapment approach" to send us the "Intent to Purchase" orders across the border for two copies of the book on May 28, 2022, and then on July 18, 2022.

(3). Unsuspected and without realizing it was an "entrapment", we diligently forwarded the orders to two US-based "Listing Book Agents" and asked them to fill the orders with good intention. Once confirmed, we made the payment on behalf of the Plaintiff to the sellers and clicked the "Will Ship" option on the order page and informed the dishonest fake buyer that the book was coming. If we knew it was an "entrapment", we would certainly have chosen the "Reject Order" option and canceled the order. In fact, the Plaintiff's "Abe Exhibit A" could not possibly be used as a valid convincing evidence that the transaction did take place, as the buyer's credit card had not been charged at this stage yet (there were also "Previously Sold, Increase

Shipping Fee, On Hold" options, etc), and the merchant who had received the Plaintiff's credit card payment was certainly not "Golden Bridge Books".

(4). The unsuspected US-based "Listing Book Agents" then shipped the two books to the Plaintiff directly with good intention. Please note Golden Bridge Books has never touched any of the two books in the whole process. Our role in the transaction was merely a "Book Sourcing Agent" for our clients (middleman). We realize it is very hard for some stubborn people who still have the old "John Wayne Era Mindset" to understand the new way we operate the online book business in today's ever-changing 5G world.

(5). To back up our claims, please see the attached Exhibit C & D that shows the two orders that we had forwarded to the US-based "Listing Book Agents", which clearly shows the Plaintiff's lawyer Mr. DEWITTY's name and shipping address (book price \$7.80). Below were the two US-based "Listing Book Agents" information:

- a. A book company in Washington (WA), Business name initial "T", Postal code 9xxxx.
- b. A book company in Colorado (CO), Business name initial "B", Postal code 8xxxx.

We understand the easiest way for us to defend ourselves would be to expose the two US-based "Listing Book Agents" information completely. However, they are like our old "business friends" and they had unsuspectingly shipped the two legal copies of the used books to the Plaintiff directly with good intention, and we believe it is not right to treat friends like that in order to get ourselves off the hook easily according to the American culture. So for security and privacy reasons, we have omitted the rest book seller information from the photos. Nevertheless, you could still see clearly from the photos that the books were sold and shipped to Mr. DeWitty within the States (by USPS, one from WA, another from CO, not from Canada).

As explained above in # 2, this could be verified easily by checking the original USPS shipping package the Plaintiff had received that shows the two book seller's name was not "Golden Bridge Books".

(6). After receiving the two legal copies of the used book from the local US-based sellers, the Plaintiff got very excited and started to launch a lengthy "copyright infringement" law suit against Golden Bridge Books, a foreign "Book Sourcing Agent", who had served them with good intention but never touched the books, who lives thousand of miles away in a foreign country, for the two \$7 cheap used books the Plaintiff had actually bought and received from their next door book sellers within the USA, and then keeps bothering one of the best Honorable Judges in New York who has a busy schedule, for such a trivial yet bizarre case that was totally based on false allegations.

4. The Plaintiff had used the "bait-and-switch prostitution sting entrapment approach" in this case. If the Court grants what the Plaintiff wanted, it might encourage the Plaintiff to continue its dishonest behavior to "bait" other book sellers and merchants into committing the copyright infringement and other crimes they would not otherwise perform.

5. As for the concerns that we might continue to sell this book online, please be advised that, unfortunately, this cheap book (\$7.59, \$7.80, \$8.67, as shown in Exhibit A, B, C) does not even meet our minimum book listing criteria of \$10 on the used book market, and \$7-8 could not even cover our listing labor & shipping cost, therefore we will certainly throw this book into the garbage bins whenever we see the book again in future.

6. We understand the current legal resources are overstretched due to the pandemic, so we hope this trivial yet bizarre case could be resolved quickly, and the Court officials and the lawyers could focus on other more meaningful and rewarding cases. For this reason, we sincerely hope Mr. DEWITTY, the Plaintiff's lawyer, could kindly convince the Plaintiff to drop this unfounded and time-consuming case to avoid further legal cost and embarrassment, after reviewing the new evidence presented. Otherwise, this might become one of the "Most Bizarre Court Cases in US History" and the whole world would laugh at us.

Based on all the reasons listed above, unless the Plaintiff could show any original shipping packages they received that clearly shows Golden Bridge Books as the shipper, we humbly and respectfully request the Court to please judge the Plaintiff's allegations were unlawful and close the case, which has already caused us tremendous emotional stress and business interruptions that could be avoided.

It will be up to the Court to decide whether the Plaintiff should compensate us financially for the emotional stress, moral damages, and business interruptions suffered.

It will also be up to the Court to decide whether the Plaintiff has perjured herself by manufacturing evidence and whether the Plaintiff should be punished by prison terms or fines.

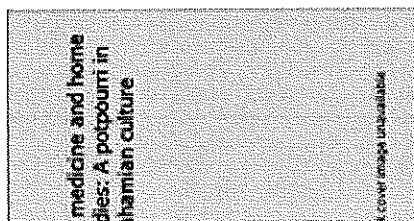
Again, thank you Your Honour for providing us with the opportunity to defend our rights and thank you also for taking the time to read this. We feel VERY SORRY to bother Your Honour for such a trivial yet bizarre case out of your busy schedule. Before the pandemic, our book listing slogan was "If you buy this book from us, we will donate a book to a local school. We donate 10,000+ books to local schools every year". But the current pandemic has devastated our book business. Like many other small business owners, we have been struggling financially to survive at this most difficult time. We are currently on the verge of bankruptcy and closing some of our online stores due to financial reasons. Your support, understanding, and compassion are greatly appreciated.

May God Bless America and Canada. We sincerely hope everyone involved in this case a happy and peaceful new year.

Sincerely,

Golden Bridge Books

er Results ▾



Herbal medicine and home remedies: A potpourri ... by Portia Brown Jordan

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Subtotal: US\$